LYNN UNIVERSITY

Memorandum of Understanding for Institution Tuition Agreement

This MOU for Institution Tuition Agreement (“AGREEMENT”) is entered into by and between Lynn University, Inc., a Florida not-for-profit corporation, with its principal place of business located at 3601 N. Military Trail, Boca Raton, FL 33431 (hereinafter referred to as “UNIVERSITY”) and Indian River State College, with business address of 3209 Virginia Avenue, Fort Pierce, FL. 34981 (hereinafter referred to as “INSTITUTION”).

General Terms and Conditions:

1. The purpose of AGREEMENT is to provide reduced tuition to permanent, full-time employees of INSTITUTION, and their immediate adult family members (spouse or legal domestic partner and adult dependents over age 19), and students nearing graduation and alumni of INSTITUTION, for adult degree programs. Benefits of AGREEMENT are defined under “Tuition Rates”.

2. AGREEMENT becomes effective upon execution by both parties. Either party may terminate AGREEMENT upon thirty (30) days prior written notice. Notwithstanding, UNIVERSITY may terminate AGREEMENT immediately upon written notice to ORGANIZATION in the event UNIVERSITY deems AGREEMENT in violation of any law or regulation, adversely affects its accreditation, or any license or exemption issued by a Federal or State educational board or commission.

3. AGREEMENT does not create any rights, title, or interest, or any entity other than UNIVERSITY and INSTITUTION. There is no charge by UNIVERSITY to INSTITUTION to provide this benefit.

4. Each party agrees to abide by all applicable Federal and State Laws. AGREEMENT shall be governed by and construed in accordance with the laws of the State of Florida.

5. INSTITUTION agrees that it will not disclose the confidential terms of AGREEMENT to any unrelated third party without UNIVERSITY’s prior written consent.

6. UNIVERSITY may use INSTITUTION name verbally for reference purposes only. Subject to its prior review and written approval by INSTITUTION, in each instance, UNIVERSITY may use INSTITUTION name and logo in writing for reference purposes. INSTITUTION reserves the right to revoke said approval at any time, for any or no reason, upon written notice to UNIVERSITY.
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7. INSTITUTION agrees to permit UNIVERSITY to host an informational meeting at INSTITUTION Facility once every 6 months. INSTITUTION will forward periodic UNIVERSITY announcements to employees, students or alumni, including but not limited to UNIVERSITY Open House Events.
   i. Alumni are defined as students that have completed an AA; AS; AAS or Bachelor's Degree as INSTITUTION.
   ii. Distribution of email communication, will be provided by UNIVERSITY and approved by INSTITUTION, regarding scholarship opportunities for UNIVERSITY programs.
   iii. Subject to FERPA and applicable laws and regulates and, the UNIVERSITY will provide annual information to INSTITUTION as to which former students of INSTITUTION have enrolled with the UNIVERSITY, to support INSTITUTION placement goals and objectives, as reported to the national clearinghouse. Both the UNIVERSITY and INSTITUTION agree to this method in accordance with the Family Educational Rights and Privacy Act (FERPA) (34CFR 99.31):

8. UNIVERSITY offers advanced education in several fields of study, INSTITUTION will post UNIVERSITY's logo and link to UNIVERSITY website on the partner page of INSTITUTION website.

9. Each party acknowledges and agrees that each party is an independent contractor and nothing in this AGREEMENT will be construed to create a business partnership, joint venture, or agency relationship between the Parties.

10. UNIVERSITY will provide a distinct internet landing page for INSTITUTION, titled: http://www.lynn.edu/INSTITUTION. Page will contain INSTITUTION logo and education program information. Communication pieces from UNIVERSITY to INSTITUTION for distribution to employees, students or alumni, of INSTITUTION will provide direct link to landing page.

11. All educational and administrative student services will be governed by UNIVERSITY Policies and

12. Procedures found on the website at:
    http://www.lynn.edu/about-lynn/university-policies.
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Tuition Rates, Fees, and Billing:

1. UNIVERSITY tuition rate is set by UNIVERSITY Board of Trustees each year. UNIVERSITY will provide the following tuition reduction per credit hour for those who meet UNIVERSITY admission criteria, and who enroll in a degree program:

For eligible employees of INSTITUTION:
   a. For master's and doctoral courses a twenty (20) percent tuition reduction
   b. For Evening on campus bachelor's degree courses a twenty (20) percent tuition reduction
   c. For Online bachelor's degree courses a five (5) percent tuition reduction

For eligible family of employee or student or alumni of INSTITUTION:
   a. For master's and doctoral courses a ten (10) percent tuition reduction
   b. For Evening on campus bachelor's degree courses a ten (10) percent tuition reduction
   c. For Online bachelor's degree courses a five (5) percent tuition reduction

2. Application fee will be waived for eligible employees, students or alumni and family. Tuition reduction will apply against the then current tuition price in effect for each credit. Reduction applies to course tuition only. All other fees (for labs, books, materials, CLEP exams) and other charges will be billed at full rate to the student as applicable. UNIVERSITY reserves the right to make changes in fees, costs, tuition, program, curriculum, regulations, program dates and to make additional charges for special features and services whenever such actions are deemed advisable.

3. No other UNIVERSITY discounts are applicable to students who enroll under AGREEMENT.

4. Upon termination of AGREEMENT, UNIVERSITY will, as a benefit to currently enrolled students, continue to provide the tuition reduction for the program in which the student is currently enrolled provided the student remains enrolled in their degree program.
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5. UNIVERSITY will provide a four (4) week deferment at the commencement of each term for each student who enroll under AGREEMENT in the term.

6. UNIVERSITY will bill a $500 per course deposit to the enrolled student at the mid-point of the term. At the end of the term, the remaining tuition for the term will be billed to the student.

7. UNIVERSITY will bill students directly. At no time shall INSTUTION be responsible or liable for any deposits, fees or charges owed to the UNIVERSITY by any employees, students or alumni, or eligible family of INSTITUTION. UNIVERSITY agrees to look solely to said employees, students or alumni, or eligible family individually for any and all payments which may be due.

Original signed document on file in the IRSC Department of Articulation and Partnerships.